

### Model Cooperative R/R&D Agreement

By virtue of the signatures of our authorized representatives, \_\_\_\_\_ (Small Business Concern), \_\_\_\_\_ and \_\_\_\_\_ (Research Institution) \_\_\_\_\_ have agreed to cooperate on the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project, in accordance with the proposal being submitted with this agreement.

This agreement shall be binding until the completion of all Phase 1 activities, at a minimum. If the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project is selected to continue into Phase 2, the agreement may also be binding in Phase 2 activities that are funded by NASA, then this agreement shall be binding until those activities are completed. The agreement may also be binding in Phase 3 activities that are funded by NASA.

After notification of Phase 1 selection and prior to contract release, we shall prepare and submit, if requested by NASA, an **Allocation of Rights Agreement**, which shall state our rights to the intellectual property and technology to be developed and commercialized by the \_\_\_\_\_ (Proposal Title) \_\_\_\_\_ Project. We understand that our contract cannot be approved and project activities may not commence until the **Allocation of Rights Agreement** has been signed and certified to NASA.

Please direct all questions and comments to \_\_\_\_\_ (Small Business Concern representative) at \_\_\_\_\_ (Phone Number) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/title

\_\_\_\_\_  
Small Business Concern

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/title

\_\_\_\_\_  
Research Institution